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October 25, 1995

VIA CMRRR & REG. MAIL

Joseph Cosentino, O.S.C.
Removal Action Branch
Emergency and Remedial Response Division
US Environmental Protection Agency, Region II
2890 Woodbridge Avenue
Edison, NJ 08837

Re: Response of Colonial Printing Ink to
104(e) Request
Our File No: 00925-26258

Dear Mr. Cosentino:

We are general counsel for Colonial Printing Ink. Pursuant to a request for information dated September 28, 1995, I am enclosing herewith the response of Colonial Printing Ink to the 104(e) request for information from the Agency. Would you kindly note in your file that we are counsel to Colonial Printing Ink, and that we would greatly appreciate your copying our firm on all future correspondence between the Agency and Colonial Printing Ink. If you should have any further questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,

Bruce R. Rosenberg
Bruce R. Rosenberg

BRR:sed

cc: R. Barry Marshall,
President of Colonial Printing Ink
Marc Seidenberg, Esq.,
Office of Regional Counsel

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY - REGION II

290 BROADWAY

NEW YORK, NEW YORK 10007-1866

SEP 28 1995

VIA CERTIFIED MAIL--
RETURN RECEIPT REQUESTED

Re: Request for Information Pursuant to Section 104(e) of
CERCLA, 42 U.S.C. § 9604(e); Bayonne Barrel & Drum,
Superfund Site, 150-154 Raymond Boulevard, Newark, Essex
County, New Jersey

Dear Sir or Madam:

The United States Environmental Protection Agency ("EPA") is charged with responding to the release or threatened release of hazardous substances, pollutants, and contaminants into the environment and with enforcement responsibilities under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq.

EPA has documented the release of hazardous substances into the environment at a parcel of property herein referred to as the "Bayonne Barrel & Drum Site" or the "Site," located at 150-154 Raymond Boulevard, Newark, Essex County, New Jersey.

In order to determine the need for a response to a release or threatened release of a hazardous substance, pollutant or contaminant, choose or take a response action, or otherwise enforce the provisions of CERCLA, EPA may, pursuant to Sections 104(e)(1) and 104(e)(2) of CERCLA, require parties to provide information relating to the materials generated, treated, stored or disposed of at or transported to a facility, the nature or extent of a release or threatened release of a hazardous substance, pollutant or contaminant at or from a facility, and the ability of a person to pay for or perform a cleanup.

Pursuant to the statutory provisions cited above, EPA hereby requires that you answer the questions in the attached "Request for Information." If your company has an EPA Identification Number, kindly enclose it in your response. The notarized signature of an officer or other responsible official of the company must appear on the enclosed "Certification of Answers to Request for Information," which must be attached to the response to this information request letter.

The Company's response to this Request for Information should be postmarked or received at EPA within thirty (30) calendar days of the date of this letter, and should be mailed to:

Joseph Cosentino, OSC
Removal Action Branch
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region II
2890 Woodbridge Avenue
Edison, NJ 08837

with a copy to:

Marc Seidenberg, Esq.
Office of Regional Counsel
U.S. Environmental Protection Agency, Region II
290 Broadway, 17th Floor
New York, NY 10007.

Your company's failure to comply in all respects with this Request for Information within the time specified above may subject it to an enforcement action under Section 104(e)(5) of CERCLA. Such an enforcement action may include the assessment of penalties of up to \$25,000 per day for each day of continued noncompliance.

Be advised that the company is under a continuing obligation to supplement its response if information not known or not available to the company as of the date of the submission of its response should later become known or available to the company. If at any time in the future the company obtains or becomes aware of additional information and/or finds that any portion of the submitted information is false, misleading, or misrepresents the truth, you must notify EPA. If any part of the company's response is found to be untrue, the signatory and the company may be subject to criminal prosecution.

This Request for Information is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. §§3501-3520.


You may, if you so desire, assert a business confidentiality claim covering all or part of the information requested by this letter. A business confidentiality claim may be asserted by placing on (or attaching to) the information, at the time it is submitted to EPA, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as "trade secret", "proprietary", or "company confidential". Allegedly confidential portions of otherwise non-confidential documents should be clearly identified by you, and may be submitted separately to facilitate identification and handling by EPA. If you desire confidential treatment of some or all of the information only until a certain date or until the occurrence of a certain event, your notice should so state.

Information covered by a business confidentiality claim will be

disclosed by EPA only in accordance with and by means of procedures set forth in 40 CFR Part 2, Subpart B, and Section 104(e)(7) of CERCLA. If you do not make such a claim when you submit your response to the attached Request for Information, your response may be made available to the public without further notice to you. You should read the above-cited statutory and regulatory provisions carefully before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim.

If you have any questions about this letter, you may contact the Bayonne Barrel and Drum Hotline at (908) 321-4433. Your cooperation is appreciated.

Sincerely yours,


Kathleen C. Callahan,
Director, Emergency and Remedial Response Division

Attachment

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of NEW JERSEY

County of BERGEN

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Barry Marshall
NAME (print or type)

President
TITLE (print or type)

By Marshall
SIGNATURE

Sworn to me before this

day of , 1995

Joanne Darmochwal
Notary Public

JOANNE DARMOCHWAL
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 9, 1998

RESPONSE OF COLONIAL PRINTING INK
TO 104(e) REQUEST FOR INFORMATION

- 1a. Colonial Printing Ink, Incorporated (hereinafter referred to as "CPI")
- 1b. CPI is a corporation of the state of Delaware
- 1c. The President of CPI is R. Barry Marshall
140 East Union Avenue
East Rutherford, New Jersey 07073
- CPI does not have a Chairman of the Board
- 1d. CPI is a subsidiary of Coates Screen, Inc.
The President of Coates Screen Inc. is R. Barry Marshall
180 East Union Avenue
East Rutherford, New Jersey 07073
- The Chairman of Coates Screen, Inc. is Michael A. Cockett
180 East Union Avenue
East Rutherford, New Jersey 07073
- 1e. N/A
- 1f. N/A
- 2a. Yes
- 2ai. Some time during the 1970's, Bayonne Barrel & Drum was a vendor of CPI. No records presently exist to confirm the specific relationship between CPI and Bayonne Barrel & Drum. Certain long term employees of CPI recollect that CPI acquired reconditioned drums and barrels from Bayonne Barrel & Drum and CPI sent barrels and drums for reconditioning to Bayonne Barrel & Drum.
- 2aii. CPI has been unable to locate or identify any contracts or agreements between the Company and Bayonne Barrel & Drum.
- 2aiii. From approximately 1963 to present, CPI has operated a screen printing ink manufacturing facility located at 180 East Union Avenue, East Rutherford, New Jersey 07073.

- 2aiv. N/A
- 2bi. Some time in the 1970's
- 2bi1. CPI does not have sufficient information to identify the number of Containers.
- 2bi11. CPI does not have sufficient information to describe each Container.
- 2biv. CPI does not have sufficient information to identify the intended purpose of each transaction.
- 2bv. CPI does not have sufficient information to know whether each or any Container which was the subject of any transaction contained any substance at the time of any transaction.
- 2bv(1). See answer to question 2bv. above
- 2bv(2). See answer to question 2bv. above
- 2bvi(1) See answer to question 2bv. above
- 2bvi(1)(b). See answer to question 2bv. above
- 2bviii. CPI does not have sufficient information to describe in detail any treatment of any Container.
- 2bviii. CPI has no records relating to any transactions between CPI and Bayonne Barrel & Drum
- 2bix. Persons who may have knowledge of transactions between CPI and Bayonne Barrel & Drum are:
- Howard Adams
113 72nd Street
North Bergen, New Jersey 07047
- Charles Fahrenholz
61 Collard Street
Jersey City, New Jersey 07303
- Joseph Halter
24 Funston Place
Nutley, New Jersey 07110
- Anthony Merrell
4 Howe Avenue
Nutley, New Jersey 07110

- 2bx. CPI does not have sufficient information to know whether CPI sent any Containers by means of any third party transporter.
3. R. Barry Marshall, 140 East Union Avenue, East Rutherford, New Jersey President of CPI, Wayne Wagner, 140 East Union Avenue, East Rutherford, New Jersey Director of Finance and Administration for CPI.
4. Those parties identified in 2bix above were consulted with respect to question 2 above. R. Barry Marshall was consulted with respect to question 1 above. Wayne Wagner was consulted with respect to question 2 above and questions 5 and 6 below.
5. CPI has not identified any insurance policies which indemnify CPI against any CERCLA liability. CPI has identified an Asset Purchase Agreement, dated December 20, 1983 between Coates Printing Ink, Incorporated the predecessor of Coates Screen, Inc., and Millmaster Onyx Group, Inc., the prior owner of CPI, which contained an indemnification of the Buyer for CERCLA liability. Relevant pages of the Asset Purchase Agreement are attached hereto as Schedule 1.
6. See answer to question 5 above.
7. None at this time.

said accounting firm.

If the Closing Date Net Working Capital (provided, however, in no event more than \$7,000,000) exceeds \$5,372,288, Buyer shall pay such excess to Seller. If, however, the Closing Date Net Working Capital is less than \$5,372,288, Seller shall pay such difference to Buyer. Such amount payable by Buyer or Seller, as the case may be, pursuant to this Section 2.1(D), shall be paid in cash within five business days following the date upon which the Closing Date Net Working Capital is finally determined in the manner provided in this Section 2.1(D).

2.2 Assumption of Certain Liabilities of Seller.

(A) At the Closing, Buyer will assume and undertake to pay, perform and discharge:

(i) all liabilities and obligations of Seller that are reflected on the Statement of Closing Date Net Working Capital; and

(ii) all liabilities and obligations of Seller under any lease, contract or commitment relating to the Division listed in Schedule 5.6 and, in addition thereto, all liabilities and obligations of Seller under (a) any contract or arrangement relating to the Division entered into by Seller on or before the date of this Agreement for the purchase or sale in any single transaction of raw materials not involving more than \$5,000, (b) any contract relating to the Division entered into by Seller on or before the date of this Agreement for finished goods, supplies or services not involving more than \$1,000, and (c) any contract relating to the Division entered into by Seller after the date of this Agreement and made in the ordinary course of the business of the Division permitted under Section 7.2(ii).

(B) Without in any manner affecting the limitations on obligations to be assumed by Buyer contained in Section 2.2(A), but rather to identify more particularly certain obligations relating to the Division which are not to be assumed by Buyer on the Closing Date, it is agreed that Buyer shall neither assume nor be liable for, and Seller expressly agrees to remain liable for, the following liabilities and obligations, unless and to the extent reflected on the Statement of Closing Date Net Working Capital.

(i) any liability or obligation of Seller for any tax (except as provided in Section 16);

(ii) any liability or obligation to Seller or any Affiliate, including, without limitation, any corporate allocation management fee, administrative expense, interest expense or other corporate expense or liability;

(iii) any liability or obligation of Seller with respect to the replacement, repair or return for adjustment for cash or credit of any products of the Division sold or, to the extent represented in Section 5.5, manufactured prior to the Closing;

(iv) any liability or obligation allegedly or actually arising out of any defect in or resulting from the possession or use of any product sold or, to the extent represented in Section 5.5, manufactured by Seller prior to the Closing;

(v) any liability or obligation (including without limitation, for any severance costs and for retiree/dependent health benefits) relating to any employee of Seller whose employment with Seller has terminated or shall terminate prior to the Closing;

(vi) any liability or obligation for any compensation or related expense (including, without limitation, any expense for non-insured unused 1983 sick days and all 1983 bonuses, including, without limitation, those identified in Schedule 5.10, but excluding any expense for accrued vacation pay) for any services rendered by any employee of Seller to Seller prior to the Closing;

(vii) any liability or obligation arising out of or relating to any violation of or non-compliance with the Occupational Safety and Health Act of 1970 or any similar federal, state, local or foreign statute, laws, ordinance, regulation, rule, judgment, order or decree or any violation of or any non-compliance with the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Clean Air Act, the Safe Drinking Water Act, the Federal Water Pollution Control Act, the Toxic Substances Control Act or any similar federal, state, local or foreign statute, law, ordinance, regulation, rule, judgment, order or decree, if such violation or non-compliance occurred prior to the Closing; provided, however, if such violation or non-compliance shall have begun before the Closing and continues after the Closing, such liability or

obligation shall be shared by Buyer and Seller in proportion to their periods of ownership. Any such liability or obligation with respect to personal injuries, wrongful deaths, property damage, workman's compensation, breach of contract, breach of warranty and the like shall be allocated to Buyer if the liability or obligation is based on facts or circumstances arising or occurring after the Closing and to the Seller if the liability or obligation is based on facts or circumstances arising or occurring prior to the Closing. If the liability or obligation for any of the above is based on facts or circumstances existing both before and after the Closing, the liability or obligation shall be shared by Buyer and Seller in proportion to their periods of ownership.

(C) All of the foregoing liabilities and obligations of Seller expressly provided in this Section 2.2 to be assumed by Buyer are hereinafter collectively referred to as the "Assumed Liabilities". Except for the Assumed Liabilities, Buyer will not assume any liability or perform any obligation of Seller, whether relating to the Division or otherwise. Seller shall be under no liability for any debt, liability or obligation of Buyer incurred after the Closing or arising out of any transaction by Buyer or any event occurring with respect to Buyer after the Closing. Seller will pay all liabilities and obligations relating to the Division, other than the Assumed Liabilities, when due, unless contested in good faith.

3. Escrow Agreement. Buyer, Seller and the Escrow Agent shall execute and deliver the Escrow Agreement at the Closing.

4. Closing. The closing of the purchase and sale of the Assets (the "Closing") shall take place at the offices of Morgan, Lewis & Bockius, counsel to the Buyer, at 101 Park Avenue, New York, New York 10178 (or at such other place as the parties may mutually agree), at 10:00 o'clock in the forenoon, local time, on December 28, 1983 (the "Closing Date").

4.1 Documents to be Delivered by Seller to Buyer. At the Closing, Seller will deliver to Buyer:

(A) the general instrument of sale, conveyance, assignment, transfer and delivery in the form of Exhibit B;

(B) such specific instruments of sale, conveyance, assignment, transfer and delivery with such covenants of warranty (and limitations thereof as are set forth in

or before a date one hundred twenty (120) days following the Closing Date and such nonpayment does not result from any claim or offset asserted against Buyer by the account debtor, then Buyer may reassign to Seller all or any part of the unpaid part of the Receivables, free and clear of any security interest, lien or other encumbrance arising on or after the Closing, in which event Seller shall pay to Buyer in cash or by certified or bank check that amount equal to such reassigned part of the unpaid part of the Receivables.

(C) All collections by Buyer after the Closing from any account debtor of a Receivable or any account receivable or otherwise in respect of the sale of goods or services shall be applied first against said account debtor's oldest outstanding Receivable.

13. Indemnity. Seller will indemnify and hold Buyer harmless against and in respect of:

(i) any and all liabilities and obligations of Seller of any nature, whether absolute, accrued, contingent or otherwise existing or incurred, other than the Assumed Liabilities.

(ii) any and all damages to Buyer resulting from any misrepresentation of a material fact by Seller contained in this Agreement or any statement to be delivered or caused to be delivered by Seller pursuant to this Agreement or resulting from Seller's failure to perform any provision of this Agreement to be performed by Seller;

(iii) any and all expenses, taxes, debts, liabilities and obligations of Seller incurred or to be incurred by Seller in the preparation of this Agreement and the performance of the terms and provisions of this Agreement; and

(iv) any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including reasonable attorneys' fees and expenses and costs of investigation) with respect to any of the foregoing.

14. Non-Competition. For a period of four years commencing on the Closing Date, Seller will not, and Seller will not permit any Affiliate to, engage directly or indirectly in the manufacture, furnishing, assembling, selling or distributing, within or without the United States, of screen process printing inks or otherwise attempt to compete with Buyer with respect to the screen process printing inks business, except that Seller may

Division transferred to Buyer and will furnish to Seller at Seller's expense such additional information, and will cooperate with Seller in such other respects, as Seller may reasonably request to the extent that such access and cooperation are required by Seller or its authorized representatives for financial reporting, tax or similar purposes, or for purposes of conducting litigation or administrative proceedings with third parties or governmental agencies, and would not violate the terms of any agreement to which Buyer is bound or any applicable law or regulation. Buyer will also afford to Seller and Coopers & Lybrand and their authorized representatives, upon adequate notice, such reasonable access during normal business hours to the officers, employees, properties, books and records of the Division transferred to Buyer as may be necessary or appropriate to prepare the Statement of Closing Date Net Working Capital. Buyer will keep and maintain accurate and complete books and records of all matters as to which Seller or its representatives may request access pursuant to this Section 17, such books and records to be maintained for a period of six (6) years from the Closing Date or such longer period as may be required by law; provided, however, that this sentence shall not require Buyer to generate records which it would not otherwise generate in the course of its business or pursuant to applicable laws, regulations and judicial and administrative orders.

18. Waiver. The parties hereto may by written agreement (i) extend the time for or waive or modify the performance of any of the obligations or other acts of the parties hereto or (ii) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement.

19. Survival of Representations. All statements contained in any certificate or other instrument delivered by or on behalf of Seller or Buyer, respectively, pursuant to this Agreement shall be deemed representations and warranties hereunder by the party delivering such certificate or instrument. All representations, warranties and agreements made by Seller or Buyer in this Agreement or pursuant hereto shall survive the Closing by a period of six months.

20. Notices. All notices, requests or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed first class certified mail postage prepaid addressed as follows: if to Buyer, to Coates Printing Ink, Incorporated (with a copy to Samuel B. Fortenbaugh III, Esq.), c/o Morgan, Lewis & Bockius, 101 Park Avenue, New York, New York 10178; if to Seller, to Millmaster Onyx Group, Inc., 99 Park Avenue, New York 10016, Attn: Robert J. Milano, Chairman (with a copy to Dennis A.